

Remarks

The final Office Action dated 5 August 2003 has been reviewed, and the comments of the U.S. Patent Office have been considered. Claims 1-13 and 15-35 are pending. Claims 4 and 22 have been rewritten into independent form and claim 18 has been amended. Claims 14 and 15 have been canceled without prejudice or disclaimer.

Applicant is appreciative of the indication that claims 4-11 and 22-31 would be allowable if rewritten into independent form. Accordingly, Applicant has rewritten claims 4 and 22 in independent form, as suggested by the Examiner.

The Examiner objected to the specification and claim 13, noting typographical errors. Applicant has amended the specification and claim 13 as suggested by the Examiner. Accordingly, Applicant requests that these objections be withdrawn.

Claims 1 and 2 stand rejected under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent No. 4,422,283 to Scanland, claims 3, 12 and 18-21 stand rejected under 35 U.S.C. § 103(a) as being obvious over Scanland and U.S. Patent No. 4,930,298 to Zenner, claims 13, 14, 16 and 17 stand rejected under 35 U.S.C. § 103(a) as being obvious over Scanland and U.S. Patent No. 5,157,908 to Sebben et al. (Sebben), and claim 15 stands rejected under 35 U.S.C. § 103(a) as being obvious over Scanland, Sebben and Zenner. Applicants respectfully traverse these rejections because Scanland, Sebben and Zenner fails to teach or suggest the claimed invention as a whole, as recited in each of independent claims 1, 13 and 18.

Claim 1 recites a combination of features that includes “a stiffener connected to at least one of the top surface and the skirt so that the stiffener and the deck sub-assembly together have a combined stiffness that is at least approximately 20% greater than the first stiffness.” The Office Action asserts that Scanland discloses this claim feature, but fails to provide support from Scanland for this assertion. Contrary to this assertion, Scanland does not describe stiffness values of the either the housing 11 or the frame members 31, 32 or the aprons 21, 22 or the combined stiffness value of the housing 11, the frame members 31, 32, and the aprons 21, 22. Accordingly, Scanland fails to anticipate at least the claim feature of “a combined stiffness that is at least approximately 20% greater than the first stiffness.” Applicant respectfully requests that the rejection of claim 1 be withdrawn and that claim 1 be indicated as allowable.

Furthermore, it would not have been obvious to one of ordinary skill to modify the Scanland's lawnmower to have a combined stiffness of 20% greater than the stiffness of the housing 11. Scanland shows in Fig. 1 and describes in the Abstract that:

forces developed in the handle incident to guiding the mower are transferred directly to the frame members [31, 32] and then directly to the wheels so that the housing [11] is not stressed upon manipulation of the handle. The forces generated in the wheels when striking a bump are similarly by-passed around the housing [11].

Because the input forces are not transferred through the housing 11, one of ordinary skill would not have been concerned with the effect of these loads, and hence, the stiffness of the housing 11. Thus, one of ordinary skill would not have been motivated to determine the combined stiffness of the stiffener and the deck sub-assembly as recited in claim 1 in view of the teachings and suggestions of Scanland.

Applicant has amended claim 13 to recite a combination of features including "means for resisting flexion of the deck including: a stiffener connected to the deck component; and a cover extending over the stiffener and connected to the engine bed." As acknowledged in the Office Action, Scanland fails to show or describe a cover extending over the stiffener. Zenner shows in Fig. 1 and describes in column 4, lines 17-21, that the "pulleys and belts are covered [by covers 50, 52, 54, 56, 58] for the sake of safety and to isolate them from debris associated with turf mowing." Contrary to the covers shown and suggested by Zenner, the claimed cover feature covers the stiffener, not a prime mover or other drivetrain components as in Zenner. Absent the benefit of applicant's disclosure, there is no teaching or suggestion in Zenner that a cover, as taught, would extend over Scanland's engine 12 and over any one or all of the frame members 31, 32 and aprons 21, 22.

Assuming *arguendo* that Scanland and Zenner together suggest a cover extending over a stiffener, neither Scanland nor Zenner teach or suggest connecting the cover to the engine bed, as recited in claim 13. Accordingly, the rejection of claim 13 should be withdrawn and claim 13 should be indicated as allowable.

Claim 18 has been amended to recite a combination of features including "a first channel portion extending longitudinally along the deck; and a second channel portion extending transversely along the deck." Scanland shows in Figs. 1, 2 and 4 and describes in column 3,

lines 61-63, that "the housing 11 has longitudinal embossments 32 and 33 for nestingly receiving the frame members 30, 31." Scanland shows embossments 32, 33 extending longitudinally, but fails to show or describe a transverse channel portion. Zenner fails to show or describe a stiffener or a channel receiving the stiffener. Thus, the rejection of claim 18 in view of Scanland and Zenner should be withdrawn claim 18 should be indicated as allowable.

Neither Sebben nor Zenne show or suggest the claim features lacking in Scanland, as discussed above. Thus, Scanland, Sebben and Zenner, alone or in combination, neither teach nor suggest the claimed invention as a whole as recited in claims 1, 13 and 18. Accordingly, Applicant respectfully request the rejections of claims 1, 13 and 18 be withdrawn and that claims 1, 13 and 18 be indicated as allowable.

Claims 2, 3, 12, 14-17, 19-21 and 32-35 depend from claims 1, 13 and 18, respectively, and the rejections of these claims should also be withdrawn for at least the same reasons. Moreover these dependent claims recite additional features that further distinguish over the applied prior art.

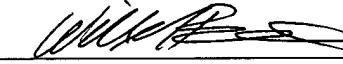
In view of the foregoing remarks, reconsideration of the application and timely allowance of the pending claims is respectfully requested. Should the Examiner feel that there are any issues outstanding after consideration of this response, the Examiner is invited to contact the undersigned to expedite prosecution of the application.

EXCEPT for issue fees payable under 37 C.F.R. § 1.18, the Commissioner is hereby authorized by this paper to charge any additional fees during the entire pendency of this application including fees due under 37 C.F.R. §§ 1.16 and 1.17 which may be required, including any required extension of time fees, or credit any overpayment to Deposit Account 50-0310. **This paragraph is intended to be a CONSTRUCTIVE PETITION FOR EXTENSION OF TIME in accordance with 37 C.F.R. §1.136(a)(3).**

Respectfully submitted,

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